matter of general law, unless it fixes the time of payment. Undoubtedly it is convenient that the resolution should specify the date of payment, since interest will run from that time. *McCoy* v. *The World's Columbian Exposition*, 186 Ill. 356, 57 N. E. 1043; *Gould* v. *Town of Oneonta*, 71 N. Y. 298. But the effect of a call is merely to mature the liability upon the subscription. *South Milwaukee Co.* v. *Murphy*, 112 Wis. 614, 88 N. W. 583. See 1 MORAWETZ, PRIVATE CORPORATIONS, 2 ed., §§ 143, 144. And there is no strong reason why, in the absence of a date, the resolution should not be treated as fixing the time of payment to be upon demand. This view has been taken in this country and would seem to give a more sensible result. *Western Improvement Co.* v. *Des Moines National Bank*, 103 Iowa, 455, 72 N. W. 657. See 1 COOK, CORPORATIONS, 6 ed., §§ 115, 116.

CRIMINAL LAW — JURISDICTION — BLOW IN OWN COUNTY AND DEATH IN ANOTHER. — Blows were struck by the defendant in county A, from the effects of which the victim died in county B. The defendant was tried and convicted in county B under a statute which provided that where a homicide was committed over two counties that the venue might be laid in either. The state constitution, however, assures the accused of a fair trial in the county where the offense was committed. *Held*, that the conviction be sustained. *State* v. *Criqui*, 185 Pac. 1063 (Kan.).

For a discussion of the principles involved, see NOTES, p. 843, *supra*.

DAMAGES — MEASURE OF DAMAGES — DUTY OF INNOCENT PARTY TO ACCEPT OFFER OF DEFAULTING PARTY IN MITIGATION OF DAMAGES. — The defendant contracted to sell the plaintiff a quantity of silk "delivery as required" during a period of nine months, payment to be made for each installment within one month of delivery. Owing to a mishap, payment for the first installment delivered was delayed about three weeks and the defendant thereupon refused to go ahead with future deliveries unless cash were paid. This the plaintiff refused to do; and he brought an action for breach of contract, claiming as damages the difference between the contract price and the market price at the time for performance. *Held*, that his damages be limited to the expense he would have incurred had he accepted the defendants' offer. *Payzu, Ltd.* v. *Saunders*, [1919] 2 K. B. 581.

For a discussion of this case, see NOTES, p. 856, *supra*.

DOMICILE — EVIDENCE OF INTENT TO CHANGE AS BETWEEN TWO RESIDENCES. — The testator, having both a city and a country residence, with domicile at the latter, instructed his attorney to declare the former his residence in a will reading: "I, William D. Winsor, of the city of Philadelphia, etc." A statute required wills to be probated within the county where the testator had his "family or principal residence" (1917 PENN. LAWS, 148, § 4). Probate was granted in Philadelphia and the register of wills of the county where the country home was situated appealed. *Held*, that the appeal be dismissed. *In re Winsor's Estate*, 107 Atl. 888 (Pa.).

However many residences the testator may have, there is but one domicile. *Somerville* v. *Lord Somerville*, 5 Ves. 750; *Hairston, Jr.* v. *Hairston*, 27 Miss. 704. To change the domicile three things must concur: first, an abandonment of the former domicile; second, actual residence; third, the intention to establish a home. See STORY, CONFL. LAWS, § 44. Residence in fact without more, however, does not constitute that "family or principal residence" which in such a statute should be construed to mean domicile. See JACOBS, DOMICILE, § 73. Nor between two residences can the mere willing change the domicile, for the intent is a fact determinable from all the circumstances and a declaration is of slight weight as evidence. *In re Harkness' Estate*, 183 App.